State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000153641 St Johnsbury Subaru 220 Memorial Dr ST Johnsbury VT 05819

Contract ID		Page	
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Contract Dates		Origin	
11/08/2011 to 08/0	8/2015	CPS	
Description:		Contract Maximum	
CPS - MY YEAR VE	HICLES -SUBARU	\$9,999,999.99	
Buyer Name	Buyer Phone	Contract Status	
Smith Steven D	828-4681	Annroyed	

Phone #: 802-748-2000

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	AUTOMOBILE COMPACT, HATCHBACK, FRONT WHEEL DRIVE (C4.2)	EA	19,347.00000	0.00	0.00

TYPE: Compact automobiles, front wheel drive, five door hatchback with seating for five.

WHEELBASE: Minimum 102.4"

ENGINE: Approx. 2.0 liter, 4 cylinder, 126 HP

TRANSMISSION: 4 Speed Electronically Controlled Automatic

RADIATOR: Heavy Duty Option

ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit

DRIVE TRAIN: 2 Wheel - Front AIR CONDITIONING: Manual

HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.

COLD CLIMATE PACKAGE: Engine Block Heater and Rear Window Defroster

LIGHTS: Daytime Running Lamps

SAFETY Features: Drive Side, Passenger Air bags

SEAT: Cloth, Front 60/40 split bench seat or buck - with fully adjustable backrest and lumbar support

STEREO: AM/FM Radio POWER: Windows and Outlets SPEED CONTROL REAR WINDOW DEFROSTER **TILT STEERING** FLOOR MATS (4) RUBBER

MUD FLAPS (4) ÍNSTALLED

FRONT LICENSE PLATE BRACKET INSTALLED

WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper

KEYS: 3 KEYS AND 2 REMOTES

MANUFACTURER: Subaru

MODEL: Impreza MODEL #: CLB01 MODEL YEAR: 2012

PERCENTAGE OFF MSRP OPTIONS: 3.5%

COMBINED EPA - MPG 27-36

AUTOMOBILE, COMPACT, SEDAN, FRONT WHEEL EΑ 0.00 0.00 18.883.00000

DRIVE (C 4.1)

TYPE: Compact automobiles, front wheel drive, four door sedan with seating for four.

WHEELBASE: Minimum 102.4"

ENGINE: Approx. 2.0 liter, 4 cylinder, 126 HP

TRANSMISSION: 4 Speed Electronically Controlled Automatic

RADIATOR: Heavy Duty Option

ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit

DRIVE TRAIN: 2 Wheel - Front

BRAKES: ABS ELECTRICAL

2

BATTERY: Minimum - 500 CCA ALTERNATOR: 95 AMP AIR CONDITIONING: Manual

HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.

COLD CLIMATE PACKAGE: Engine Block Heater and Rear Window Defroster

LIGHTS: Daytime Running Lamps SAFETY Features: Drive Side Air bags

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	Contract Dates	Origin
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ı	Contract ID	Page

Approved

828-4681

Phone #: 802-748-2000

Unit Max Max Line # Item ID **Item Desc** UOM Price Qty Amt

Smith, Steven D

SEAT: Cloth, Front 60/40 split bench seat or buck - with fully adjustable backrest and lumbar support

STEREO: AM/FM Radio with Compact Disc

POWER: Locks, Mirrors, Windows

SPEED CONTROL

REAR WINDOW DEFROSTER

TILT STEERING

FLOOR MATS (4) RUBBER

MUD FLAPS (4) INSTALLED

FRONT LICENSE PLATE BRACKET INSTALLED

REMOTE KEYLESS ENTRY - Comes with 3 keys and 2 remotes WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper

MANUFACTURER: Subaru

MODEL: Impreza MODEL #: CJB01

MODEL YEAR: 2012

PERCENTAGE OFF MSRP OPTIONS: 3.4%

COMBINED EPA - MPG 27-36

EΑ 3 AUTOMOBILE, MID-SIZE SEDAN, FRONT WHEEL 21,168.00000 0.00 0.00

DRIVE (C 2.1)

TYPE: Mid Size automobiles, front wheel drive, five door Sedan with seating for four.

WHEELBASE: Minimum 107.3" ENGINE: Approx. 2.5 liter, 4 cylinder,

TRANSMISSION: 4 Speed Electronically Controlled Automatic

RADIATOR: Heavy Duty Option

ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit

DRIVE TRAIN: 2 Wheel - Front **ELECTRICAL**

BATTERY: Minimum - 500CCA ALTERNATOR: 95AMP AIR CONDITIONING: Manual

HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.

COLD CLIMATE PACKAGE: Engine Block Heater

LIGHTS: Daytime Running Lamps SAFETY Features: Drive Side, Air bags

SEAT: Cloth, Front 60/40 split bench seat or buck - with fully adjustable backrest and lumbar support

STEREO: AM/FM Radio POWER: Windows and Outlets

SPEED CONTROL

REAR WINDOW DEFROSTER

TILT STEERING

FLOOR MATS (4) RUBBER MUD FLAPS (4) INSTALLED

FRONT LICENSE PLATE BRACKET INSTALLED

KEYLESS REMOTE - comes with 3 keys and 2 remote keys

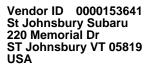
WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper

MANUFACTURER: Subaru

MODEL: Legacy MODEL #: CAB01

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1	Smith Steven D	828-4681	Annroyed	

Phone #: 802-748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

MODEL YEAR: 2012

PERCENTAGE OFF MSRP OPTIONS: 3.98%

COMBINED EPA - MPG 23-31

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR 2012 MODEL YEAR VEHICLES OTHER THAN FORD, CHEVY AND DODGE ISSUED SEPTEMBER 26, 2011 AND VENDOR'S RESPONSE DATED OCTOBER 6, 2011.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE 2012 MODEL YEAR VEHICLES AND SUBSEQUENT MODEL YEAR VEHICLES THROUGH THE TERM OF THE CONTRACT.

CONTRACT TERM: THE INITIAL CONTRACT PERIOD WILL BE FOUR (4) YEARS WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR PERIODS.

TITLES: ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, 103 SOUTH MAIN STREET, WATERBURY, VT 05676

ALL COMPONENTS, BRAKE LININGS, CLUTCH DISKS, ETC WILL BE MANUFACTURED WITH ASBESTOS FREE MATERIAL.

AT THE TIME OF DELIVERY, ALL VEHICLES MUST MEET THE FOLLOWING CONDITIONS:

- 1. CONFORM AND BE EQUIPPED TO MEET THE REQUIREMENTS OF THE VERMONT DEPARTMENT OF MOTOR VEHICLES.
- 2. MEET CALIFORNIA EMISSIONS STANDARDS
- 3. BE COMPLETELY VERMONT STATE INSPECTED AND SERVICED BY VENDOR INCLUDING:
- a. STEERING GEOMETRY
- b. BALANCING OF ALL WHEELS AND TIRES
- 4. HAVE A MINIMUM OF 1/2 TANK OF FUEL REGISTERED ON THE FUEL GAUGE.
- 5. INCLUDE 4 SETS OF PROGRAMMED WORKING MANUFACTURER'S KEYS AND 2 FOBS, IF AVAILABLE. VENDOR'S VEHICLE BASE BID PRICE MUST INCLUDE THE COST FOR THESE KEYS AND FOBS.
- 6. ALL NECESSARY PAPERWORK REQUIRED TO REGISTER VEHICLE
- 7. BE ELIGIBLE TO BE REGISTERED IN VERMONT
- 8. COMPLY WITH THE STATE OF VERMONT WHEEL WEIGHT STATUTE: http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=09&Chapter=063&Section=02470h
- 9. ALL VEHICLES OFFERED BY THE CONTRACTOR MUST BE NEW; SHALL NOT BE USED, REBUILT, REFURBISHED AND SHALL NOT HAVE BEEN DEMONSTRATION VEHICLES. INITIAL DELIVERY OF THE VEHICLES SHALL NOT EXCEED 200 MILES ON THE ODOMETER WITHOUT PRIOR APPROVAL FROM THE ORDERING ENTITY.

PENALTIES:

THE FOLLOWING PENALTIES WILL APPLY FOR EACH VEHICLE DELIVERED THAT DO NOT MEET CONDITIONS 3, 4, & 5 ABOVE:

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Buyer Name	Buyer Phone	Contract Status
Smith,Steven D	828-4681	Approved

Phone #: 802-748-2000

			Unit	Max	Max
Line # Item I	D Item Desc	UOM	Price	Qty	Amt
CONDITION #	3: VEHICLE IS NOT VT STATE INSPECTED AT TIME OF D	ELIVERY: \$50.00 FOR T	HE INSPECTION	& \$75.00 LABOR	
= \$125.00 PEF	R VEHICLE.				

CONDITION #4: VEHICLE NOT DELIVERED WITH A MINIMUM 1/2 TANK OF FUEL; ACTUAL COST OF FUEL PLUS \$25.00 LABOR TO BRING THE TANK TO HALF FULL, PER VEHICLE.

CONDITION #5: KEYS: ACTUAL COST TO PURCHASE KEYS AT THE LOCATION OF CUSTOMER'S CHOICE + \$25.00 LABOR PER VEHICLE.

THE TOTAL AMOUNT FOR ANY OF THESE PENALTIES WHERE APPLICABLE WILL BE DEDUCTED FROM THE INVOICE AMOUNT.

VENDOR IS TO PROVIDE ORDER ACKNOWLEDGEMENT TO "INVOICE TO" ADDRESS OR AN ADDRESS DETERMINED BY THE ORDERING PARTIES.

ALL STATE OWNED VEHICLES MUST BE DELIVERED TO ONE OF THE THREE LOCATIONS: FLEET MANAGEMENT SERVICES - 103 SOUTH MAIN STREET, WATERBURY, VT 05676 - FOR ALL NON PUBLIC SAFETY AND VTRANS PURCHASES.

DEPARTMENT PUBLIC SAFETY - 394 HEGEMAN AVENUE, COLCHESTER, VT 05446 - FOR ALL PUBLIC SAFETY VEHICLES.

AGENCY OF TRANSPORTATION - 1756 US ROUTE 302, BERLIN, VT 05633 - FOR ALL VTRANS VEHICLES.

PRICING FOR XM SATELITE RADIO SHOULD BE DEDUCTED FROM THE BID PRICE. ONSTAR (IF STANDARD WITH VEHICLE) MAY BE INCLUDED IN THE BID.

AVAILABILITY: VEHICLES SHALL BE AVAILABLE CONTINGENT UPON MANUFACTURER'S AVAILABILITY.

PRICING: ALL PRICING MUST REMAIN IN EFFECT FOR THE ENTIRE MODEL YEAR PRODUCTION. CONTRACTORS MAY SUBMIT PRICING FOR THE NEXT MODEL YEAR VEHICLES AS THEY BECOME AVAILABLE. PRICING MUST BE BASED ON A MANUFACTURER'S PERCENTAGE INCREASE OR DECREASE AND THE CONTRACTOR CANNOT INCORPORATE ADDITIONAL PRICING OVER AND ABOVE THE MANUFACTURER'S INCREASE. A LETTER FROM THE MANUFACTURER INDICATING THE PERCENTAGE INCREASE OR DECREASE MUST ACCOMPANY THE REQUEST BY THE CONTRACTOR. CONTRACTORS ARE TO INDICATE FOR EACH VEHICLE ON THE CONTRACT THEIR PERCENTAGE OFF MSRP FOR OPTIONAL EQUIPMENT, PERCENTAGE OFF MSRP AFTERMARKET OPTIONS AND LABOR RATE TO INSTALL ANY AND ALL AFTERMARKET OPTIONS. NO OTHER PRICING STRUCTURE WILL BE ALLOWED. FAILURE TO ADHERE TO THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL

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CPS - MY YEAR	VEHICLES -SUBARU	\$9,999,999.99	
Buyer Name	Buyer Phone	Contract Status	
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ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT. PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS. SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH A WRITTEN WARRANTY FOR EACH VEHICLE THAT THEY FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE.

VENDOR CONTACT INFORMATION: JOHN MARTIN, TELEPHONE 802-748-2000, FAX 802-748-1879, EMAIL: jmartin@stjauto.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

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Line #	Item II	D		Item Desc						U	IOM	Price	Qty	Amt
		WE	THE	UNDERSIGNED	PARTIES	AGREE	то	BE	BOUND	BY	THIS	CONTRACT	•	
By the	STAT	E of	VERM	IONT					By th	e CO	NTRACT	OR		
Date:_						_			Date:					
Signat	ure:_								Signa	ture	:			
Name:_									Name:					
Title:									Title	:				
Email:									Email	:				